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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

Case No. 19-30088 (DM)

PG&E CORPORATION,

Chapter 11

- and -

(Lead Case)

PACIFIC GAS AND ELECTRIC
COMPANY,

(Jointly Administered)

Debtors.

- Affects PG&E Corporation
 - Affects Pacific Gas and Electric Company

X Affects both Debtors
** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

**UTILITY TREE SERVICE, LLC'S
RESPONSE AND RESERVATION OF
RIGHTS RE REORGANIZED
DEBTORS' TWENTY-THIRD
OMNIBUS OBJECTION TO CLAIMS
(NO LIABILITY CLAIMS)**

Date: November 17, 2020

Time: 10:00 a.m

Place: (Telephonic Appearance Only)
450 Golden Gate Avenue
Courtroom 17, 16th Floor
San Francisco, CA 94102

Related Docket No. 9278

Utility Tree Service, LLC (“UTS”) responds as follows to the Reorganized Debtors’ Twenty-Third Omnibus Objection to Claims (No Liability Claims) [Dkt #9278] (“Objection”) with respect to the Debtors’ proposed treatment of UTS’s Claim No. 97051:

The Objection requests that the Court disallow and expunge UTS's Claim No. 97051 ("Indemnity Claim"). The Indemnity Claim asserts a contingent, unliquidated indemnity claim related to certain pre-petition services that UTS provided to debtor Pacific Gas and Electric Company (the "Utility"). Under the terms of the Debtors' confirmed plan, the Indemnity Claim qualifies as a Fire Victim Claim, and is therefore channeled to the Fire Victim Trust to be addressed there.

UTS's undersigned counsel has been in communications with Debtors' counsel concerning the Objection, the proposed treatment of the Indemnity Claim, and the Indemnity Claim's status as a Fire Victim Claim. The Debtors have confirmed that the default application and proposed order on the Objection will contain the following language with respect to the Indemnity Claim (adjusted to reflect the claim number of the Indemnity Claim): "Claimant contends that its Claim is a Fire Victim Claim as defined in the Plan. Accordingly, Claim No. ## will be disallowed because it is not an obligation of the Debtors' estate. Instead, the Claim is channeled to the Fire Victims Trust to be addressed there as a Fire Victim Claim, all rights reserved." UTS is agreeable with this language.

UTS disputes the substantive basis for the Objection, *i.e.*, that the Indemnity Claim supposedly “arise[s] post-petition pursuant to an assumed executory contract[,]” and reserves all rights to contest the asserted grounds for objection at a later date as necessary.¹

Dated: October 27, 2020

DUANE MORRIS LLP

By: /s/ Geoffrey A. Heaton (206990)
GEOFFREY A. HEATON
Attorneys for UTILITY TREE
SERVICE, LLC

¹ Among other things, the Debtors conceded in their confirmation brief that there are no executory contracts between UTS and the Debtors, and that any contracts between the parties terminated pre-petition. See Dkt #7528 at p. 55, n. 22, and pp. 3-4 of the “Summary of Objections to Confirmation of Plan” attached thereto.